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DAVID A. ROSENBERG Nevada Bar No.: 10738

US BANKRUPTCY TRUSTEE

5030 Paradise Road., #B-215 Las Vegas, Nevada 89119

Phone: (702) 405-7312 Fax: (702) 947-2244 darosenberg@7trustee.net

## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In Re: HOTTENTOT, IVAR MARK HOWARTH, LAZELLE GAYE

Chapter 7

Case No.: BK-S-13-13655 LED

**Hearing Date: N/A Hearing Time: N/A** 

**Debtor(s)** 

## TRUSTEE'S REPORT OF SALE

Pursuant to F.R.B.P. 6004(f), the Trustee hereby reports the results of the sale following the Trustee's Motion To Sell Assets Of The Estate Free And Clear Of Liens And Encumbrances And To Surcharge Proceeds Of Sale – Real Property [1267 Corista Drive, Henderson, NV 89052], which was granted by Court Order entered May 9, 2014 [Dkt. No. 57].

Attached as Exhibit 1 is the Final Combined Statement.

SALES PRICE	\$236,000.00
CLOSING COSTS	-\$16,278.95
\$506(c) CARVE-OUT BUYER'S PREMIUM	-\$14,750.00
SALE PROCEEDS	\$204,971.05

The Trustee declares the foregoing is true and correct under penalty of perjury.

**DATED** this Thursday, May 15, 2014.

Respectfully Submitted: By: /s/ David A. Rosenberg David A. Rosenberg Panel Bankruptcy Trustee

## **EXHIBIT 1**

EXHIBIT 1

EXHIBIT 1

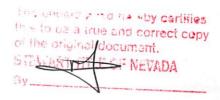
**EXHIBIT 1** 

**EXHIBIT 1** 



## A. Settlement Statement (HUD-1)

B. Type of Loan						
1.□FHA 2.□RHS	3 I I Conv Unins	Number:	7. L	oan Number:	Mortgage Insurance Case N	umber:
4. ☐ VA 5. ☐ Conv. Ins	01415	10784				
C. Note:	Commence of the commence of th				o and by the settlement agent a	COCCUMENTATION OF THE PROPERTY
	in the totals.	e paid outside the closing;	tney	are snown here for information	nal purposes and are not include	ia
D. Name & Address	Yield & Profit Lien Fund I, I	LC. 895 Dove Street #30	0. Nev	wport Beach, CA 92660		
of Borrower:		,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
E. Name & Address			Mark	Hottentot and Lazelle Gaye Ho	owarth, debtor, Case No. 13-136	555-led,
of Seller:	5030 Paradise Rd., #B-215	, Las Vegas, NV 89119				
F. Name & Address	Lender					
of Lender:	1007 Cariata Driva Handas	an Navada 00050				
G. Property Location:	1267 Corista Drive Hender	son, Nevada 69052				
	190-06-112-018					
H. Settlement Agent:				190, Las Vegas, NV 89119, (7	702) 697-3700	
Place of Settlement:	376 E. Warm Springs Road					
I. Settlement Date:	5/9/2014	Proration Date:	5/9/20	014	Disbursement Date:	5/9/2014
J. Summary of Bor	rower's Transaction			K. Summary of Seller's Tr	ansaction	
100. Gross Amount Due f	rom Borrower		400.	Gross Amount Due to Seller		
101. Contract sales price		\$236,000.00	401.	Contract sales price		\$236,000.00
102. Personal property			402.	Personal property		
103. Settlement charges to	borrower (line 1400)	\$2,983.80	403.			
104.			404.			
105.			405.			
Adjustments for items paid	by seller in advance		-	stments for items paid by selle	er in advance	
106. City/town taxes			406.	City/town taxes		*****
107. County taxes 5/12/20	14 to 7/1/2014	\$280.42	407.	County taxes 5/12/2014 to 7/1	/2014	\$280.42
108. Assessments			408.	Assessments		
109. Sewer		250.00	409.	Sewer	014	\$53.63
110. HOA Dues 5/12/2014	to 7/1/2014	\$53.63		HOA Dues 5/12/2014 to 7/1/2	014	\$33.03
111.			411.			
112. Gross Amount Due f	irom Borrower	\$239,317.85		Gross Amount Due to Seller		\$236,334.05
		\$235,517.03	500.	Reductions in Amount Due		
<ol> <li>Amounts Paid by or</li> <li>Deposit or earnest me</li> </ol>	in Behalf of Borrower		501.	Excess deposit (see instruction	The state of the s	
202. Principal amount of n			502.	Settlement charges to seller (I		\$16,613.00
203. Existing loan(s) taker			503.	Existing loan(s) taken subject		
204.			504.	Payoff of first mortgage loan		
205. Deposit to Close		\$239,873.28	505.	Payoff of second mortgage loa	an	
206.			506.			
207.			507.			
208. Seller credits to buye	r		508.	Seller credits to buyer		
209.			509.			
Adjustments for items unp	aid by seller		_	stments for items unpaid by s	eller	
210. City/town taxes			510.	City/town taxes		
211. County taxes			511.	County taxes		
212. Assessments			512.	Assessments		
213.			513. 514.			
214.			514.			
215.			516.			
216.			517.			
217. 218.			518.			
219.			519.			
220. Total Paid by/for Bo	orrower	\$239,873.28	_	Total Reduction Amount Du	ie Seller	\$16,613.00
300. Cash at Settlement			600.	Cash at Settlement to/from	Seller	
	om borrower (line 120)	\$239,317.85	601.	Gross amount due to seller (I		\$236,334.05
	y/for borrower (line 220)	(\$239,873.28)	602.	Less reductions in amount du	e seller (line 520)	(\$16,613.00)
303. Cash □From ⊠T		\$555.43	603.	Cash ⊠To ☐ From Seller		\$219,721.05



FINAL

Case 13-13655-led Doc 58 Entered 05/15/14 11:51:50 Page 4 of 7 File Number: 01415-10784 SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

DAVID A. ROSENBERG, BK TTEE FOR THE ESTATE OF IVAR MARK HOTTENTOT AND LAZELLE GAYE HOWARTH, DEBTOR, CASE NO. 13-13655-LED

David A. Rosenberg BK TTEE

L. Settlement Charges  13-13-13-13-13-13-13-13-13-13-13-13-13-1	00% = \$14.160.00	Paid From	Paid From
Division of commission (line 700) as follows:	0.000	Borrower's	Seller's
701. \$7,080.00 to Platinum Real Estate Professionals		Funds at	Funds at
702. \$7,080.00 to Realty ONE Group, Inc		Settlement	Settlement
703. Commission paid at settlement \$14,160.00			\$14,160.00
704. Transaction Fee to Platinum Real Estate Professionals			\$599.00
00. Items Payable in Connection with Loan			
01. Our origination charge	(from GFE #1)		
02. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
03. Your adjusted origination charges	(from GFE A)		
04. Appraisal fee	(from GFE #3)		
05. Credit report	(from GFE #3)		
06. Tax service	(from GFE #3)		
07. Flood certification	(from GFE #3)		
08.			
00. Items Required by Lender to Be Paid in Advance			<u> </u>
01. Daily interest charges from	(from GFE #10)		<del></del>
02. Mortgage insurance premium for	(from GFE #3)		
03. Homeowner's insurance for	(from GFE #11)		
04. 05.		<del></del>	
000, Reserves Deposited with Lender	(from GFE #9)		John Carl Co.
001. Initial deposit for your escrow account 002. Homeowner's insurance	(IIOIII GFE #9)		·
003. Mortgage insurance 004. City property taxes			
005. County property taxes			
006. Annual Assessments (maint.)			
007.			
008.			
1009. Aggregate Adjustment			
100. Title Charges			A STATE OF THE STA
101. Title services and lender's title insurance	(from GFE #4)	\$450.00	
102. Settlement or closing fee to Stewart Title Company	\$400.00		\$400.00
103. Owner's title insurance to Stewart Title Company	(from GFE #5)	\$1,100.00	
104. Lender's title insurance to Stewart Title Company			
105. Lender's title policy limit			
106. Owner's title policy limit \$236,000.00			
107. Agent's portion of the total title insurance premium to Stewart Title Comp			
108. Underwriter's portion of the total title insurance premium to Stewart Title	Guaranty Company \$132.00		
1109.			
1110.			
111. Title clearing fee			
1112. Shipping/courier			
113. Recon tracking			
1114. Insured Closing Letter	\$50.00		\$50.0
1115. Title Work Charge to Stewart Title Company	450.55		\$200.0
1116. Document fee to Stewart Title Company			
1200. Government Recording and Transfer Charges	(from GFE #7)	\$23.00	
1201. Government recording charges 1202. Deed \$23.00 Mortgage Releases Other \$45.00	\$23.00		\$45.0
1202. Deed \$23.00 Mortgage Releases Other \$45.00	(from GFE #8)	\$1,213.80	
1203. Transfer taxes 1204. City/County tax/stamps	V. 2		
1204. City/County taxistamps 1205. State tax/stamps Deed \$1,213.80	\$1,213.80		
1206. E-recording fee			
1300: Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1301. Required services that you can shop for			
1303.			
1304. Real property taxes 2013-14 Paid			
1305. HOA dues / July 2014 dues to Coventry Homes at Anthem Association I	nc.	\$197.00	
1306. HOA transfer fee to Associated Community Management			\$125.
1307. Home warranty/WAIVED			
1308. Sewer/Trash zero balance			
1309. HOA demand Reimbursement to Bob Diamond			\$249.
1310. Reimbursement to Bob Diamond			\$500.
1311. HOA Resale Pkg. Reimbursement to Bob Diamond			\$285.
		\$2 983 80	\$16,613.

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

\$2,983.80

\$16,613.00

Case 13-13655-led Doc 58 Entered 05/15/14 11:51:50 Page 6 of  $7^{\text{File Number: 01415-10784}}$ **FINAL** CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

YIELD & PROFIT LIEN FUND I, LLC  David Zussman, Manager	DAVID A. ROSENBERG, BK TTEE FOR THE ESTATE OF IVAR MARK HOTTENTOT AND LAZELLE GAYE HOWARTH, DEBTOR, CASE NO. 13-13655-LED		
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and disbursed by the undersigned as part of the settlement of this transaction.	David A. Rosenberg BK TTEE d accurate account of the funds which were received and have been or will b		
Linda Jones  WARNING: It is a crime to knowingly make false statements to the United States on this or any or	Date ther similar form. Penalties upon conviction can include a fine and		

imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

VIELD & PROFIT LIEN FLIND LILLO

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	- 5/13/2014 9:07:30 AM - 58 Entered 05/15/14 11:51:5	Page 7 of 7 o	Number: 01415-10784	
Comparison or Good Faith Estimate (GFE) and HUD-1 Charges Charges That Cannot Increase	HUD-1 Line Number	Good Fatth Estimate		
Our origination charge	# 801	\$0.00	\$0.00	
Your credit or charge (points) for the specific interest rate chosen	# 802	\$0.00	\$0.00	
Your adjusted origination charges	# 803	\$0.00	\$0.00	
Transfer taxes	# 1203	\$0.00	\$1,213.80	
Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1	
Government recording charges	# 1201	\$0.00	\$23.00	
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	#			
	Total	\$0.00	\$23.00	
	Increase between GFE and HUD-1 Charges	\$23.00 O	г 0.000000%	
Charges That Can Change		Good Faith Estimate	HUD-1	
Initial deposit for your escrow account	# 1001	\$0.00	\$0.00	
Daily interest charges	# 901	\$0.00	\$0.00	
Homeowner's insurance	# 903	\$0.00	\$0.00	
	#			
	#			
	#			
	#			
	#			
			,	
Loan Terms				
Your initial loan amount is	\$0.00			
Your loan term is	years \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Your initial interest rate is	%			
No. 1 101 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	includes			
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	Principal N/A			
	Interest			
	Mortgage Insurance			
Can your interest rate rise?	No. Yes, it can rise to a maximum of	%. The first cha	nge will be on	
	and can change again every	after	Every change	
	date, your interest rate can increase or decre	ase by %. Over	the life of the loan,	
	your interest rate is guaranteed to never be	lower than% of	r nigher man	
	<b>%</b> .			
Even if you make payments on time, can your loan balance rise?	No. Yes, it can rise to a maximum of	. Unknov	vn	
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	No. Yes, the first increase can be on	and the m	onthly amount	
January and the state of the st	owed can rise to			
	The maximum it can ever rise to is	·		
December have a grandwast possible?				
Does your loan have a prepayment penalty?	No. Yes, your maximum prepayment penalty is			
Does your loan have a balloon payment?	No. Yes, you have a balloon payment of due in			
	years on			
Table and the second se	You do not have a monthly escrow paym	ent for items, such as pro	pperty taxes and	
Total monthly amount owed including escrow account payments	<b>'</b>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
homeowner's insurance. You must pay these items directly yourself.				
*Paid by or through draws from the principal limit.  You have an additional monthly escrow payment of that re			that results	
in a total initial monthly amount owed of This includes princ		ncludes principal,		
	interest, any mortgage insurance and any ite	ms cnecked below:		
	Property taxes	Homeowner's ins	urance	
	Flood insurance			
	-  -			
	·	1		
Note: If you have any questions about the Settlement Charges and Loar	Terms listed on this form, please contact your lend	er.		